

## ***Appendix 9-B***

### ***EXAMPLE BMP MAINTENANCE AGREEMENTS***

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9-B.1.0. STAFFORD COUNTY, VIRGINIA

MAINTENANCE AGREEMENT FOR A STORMWATER MANAGEMENT SYSTEM

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Landowner" and the Board of Supervisors of Stafford County, Virginia, hereinafter referred to as "County".

WITNESSETH

WHEREAS, the Landowner has submitted a development plan for a project known as \_\_\_\_\_, which includes, among other features, a system that regulates peak rates of discharge and/or quality of runoff water (the term system includes any and all components designed to regulate flow, provide storage for runoff water, remove pollutants from runoff water and increase infiltration of runoff water into the soil); and WHEREAS, the Landowner will install the system in order to comply with one or more of the following laws, regulations and codes:

Act	Regulations Title
62.1-55.15:24	9 VAC 25-870 et seq. Stormwater Management
62.1-55.15:67	9 VAC 25-830 et seq. Chesapeake Bay Preservation Act
62.1-55.15:51	9 VAC 25-840 et seq. Erosion and Sediment Control

Stafford County Code	Title
21.5	Stormwater Management Ordinance
28-62	Chesapeake Bay Preservation Area Overlay District Ordinance
11	Erosion and Sediment Control Ordinance

and

WHEREAS, this system includes \_\_\_\_\_; and

WHEREAS, it is in the best interests of both parties and the general public to ensure proper maintenance of the system; and

WHEREAS, a maintenance plan (attachment \_\_\_) for the system has been submitted by the Landowner and approved by the County in conjunction with this agreement; and

page 1 of 5 Project name: \_\_\_\_\_

WHEREAS, both parties desire to ensure sufficient maintenance to maintain the integrity and the proper functioning of the system;

NOW, THEREFORE, for and in consideration of the mutual covenants stated below, the parties agree as follows:

1. The County shall:

- A. Release construction security after as-built plans and other appropriate certifications, showing adequate completion of the system, have been submitted and approved by the County and after an inspection report prepared by County staff recommends approval of the system. The certification shall be made by a Professional Engineer, a qualified Class B surveyor, or a Certified Landscape Architect) and shall certify that the as-built plan represents the actual condition of the structure(s) and shows that all aspects of the structure(s) conform substantially to the approved design plans and the Stafford County Stormwater Management Design Manual. Where the as-built condition varies significantly from the approved design, appropriately revised calculations shall also be provided by the professional certifying the system.
- B. Perform maintenance inspections and provide copies of the maintenance inspection reports to the Landowner. These inspections will be performed at reasonable times (between 8 A.M. and 4:30 P.M., Monday through Friday) and with the Landowner or agent(s) of the Landowner, if available. Periodic inspections may be conducted after storms producing high rates of runoff. Whenever possible, the County shall notify the Landowner prior to entering the property.

2. The Landowner shall:

- A. Construct the system in accordance with approved designs. Provide as-built data and drawings, soil/geotechnical reports, and other certifications requested by the County in order to document compliance with the approved designs and the requirements set forth in Stafford County's Stormwater Management Design Manual.
- B. Provide maintenance which keeps the system in good working order acceptable to the County. Such maintenance shall be provided in perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed within twenty-four (24) hours after each rainfall of one (1) inch or more.
- C. Provide a right of ingress and egress for the County and agents of the County for maintenance inspections and, if deemed by the County to be needed and not adequately done by the Landowner within a reasonable time after due notice, maintenance and repair of the system. Thirty (30) days shall normally be regarded as a reasonable time The Landowner will reimburse the County for maintenance and repair costs within ten (10)

page 2 of 5 Project name: \_\_\_\_\_



COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to wit:

The foregoing agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_ developer/owner.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WITNESS THE FOLLOWING SIGNATURES

STAFFORD COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
County Administrator

COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to wit:

The foregoing agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_ developer/owner.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Approved as to form: \_\_\_\_\_  
County Attorney

page 4 of 5 Project name: \_\_\_\_\_

## 9-B.2.0. SAMPLE MAINTENANCE PLAN FOR SELECTED BMP TYPES

### 9-B.2.1. Sample Maintenance Plan for Stormwater Detention Ponds

1. Describe the structure and the site it serves. Also describe the design functions. Example: This structure is a stormwater detention pond; it will store water during period of high intensity rainfall. Within a few hours most of the water will drain out of the pond. The development of Sections 1, 2, and 3 of subdivision “XXX” increased the amount of rainfall water which leaves the site because absorbent soil was covered with impervious surfaces such as building and roads. The purpose of this temporary storage is to ensure that the peak rates of flow to the channel below the subdivision were not increased. Such increases cause flooding and channel erosion downstream from the pond. This structure was also designed to be a Best Management Practice. In other words, it was designed to ensure that the amount of phosphorus and other pollutants flowing to the Chesapeake Bay were not increased by construction of Sections 1, 2, and 3 of subdivision “x”. This is accomplished by holding some of the water for a longer period of time. The water from this BMP pool will drain out in about 48 hours after the detention pool has drained. The pond has a 36-inch reinforced concrete pipe (RCP), called a “barrel”, through the bottom of the pond. In the pond there is a vertical RCP called a “riser.” The small 4-inch hole in the bottom of the riser is called a “BMP orifice.” The bottom of the 12-inch hole is 4 feet higher than the BMP orifice; the 4 feet of water stored in the bottom of the pond is the “BMP pool.” The top of the riser is 7 feet above the bottom of the 12-inch hole. During the 10-year storm the water level would be about 1 foot above the top of the riser and the surface area of the water would be about ½ acre. There is also an emergency spillway on the left(facing downstream) end of the dam; during high intensity storms, water will also flow in this channel.

2. Mowing. All grasses should be mowed at least twice each year. Grasses such as tall fescue should be mowed in early summer after emergence of the heads on cool season grasses. They should be mowed again in the early fall to prevent seeds of annual weeds from maturing. Mowing of legumes such as *Sericea lespedeza* and crown vetch can be permitted to grow on the dam or in any part of the emergency spillway.

3. Liming and fertilizing. The soil should be sampled according to recommended procedures at least once every 4 years. The sample should be tested at a qualified soil testing laboratory (such as the one at VPI&SU). Lime and fertilizer should be applied in accordance with recommendations based on the tests.

4. Replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilize and seed in accordance with current recommendations for new seedings. If vegetation covers most than 40% but less than 70% of the soil surface, lime fertilize and overseed in accordance with current recommendations.

5. Removing trash and debris. Trash, litter and vegetation will be removed as needed to prevent obstruction to the flow of water, to prevent movement of trash and litter to downstream properties, to maintain the integrity of the structure, to provide an attractive appearance and to minimize water pollution.

6. Removing sediment. Soil materials (including clay, silt, sand and gravel) will be removed before the detention pool or the BMP pool loses 10% of the designed storage capacity. If forebays are included in the design, sediment should be removed before the forebay loses 10% of the design capacity of the forebay.

7. Sediment disposal. Sediment disposal should be in accordance with current procedures for disposal of sediment. Where it is determined to be necessary or desirable, the sediment will be tested for appropriate pollutants before it is removed from the pond.

8. Repairs, Repair slides, slumps and eroded areas promptly and in a workmanlike manner Trash racks, pipes, headwalls, etc. will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure. Exposed metal surfaces will be painted to minimize damage due to rust.

9. Maintenance inspections. A representative of the owner(s) will inspect each stormwater management structure after each significant rainfall. Once each year a representative of the county will jointly inspect each stormwater management structure. Appropriate action will be taken to ensure appropriate maintenance. All maintenance costs will be borne by the owner(s). Where structures are to be maintained by more than one party, allocation of costs will be in accordance with terms set forth in the maintenance agreement. Keys to locked access points shall be available to Stafford County personnel upon request.

10. Maintenance records. The landowner, or someone designated by the landowner, shall inspect the detention pond within 24 hours after each rainfall event of one inch or more of rain. The owner or the designee shall keep written records of these inspections. The records shall also include maintenance and repairs performed Copies of these records shall be provided to the county upon request.

11. The detention pond shall not be modified in any way without prior approval by Stafford County.

**9-B.2.2. Sample Maintenance Plan for Stormwater Retention (Wet) Ponds**

1. Also describe the structure and the site it serves. Also describe the design functions and provide information needed for proper maintenance. Example: This structure is a stormwater retention pond; one of its functions is to store additional water during periods of high intensity rainfall. Within a few hours most of this extra water will drain out of the pond. The development of Sections 1, 2, and 3 of subdivision “x” increased the amount of rainfall water which leaves the site because absorbent soil was covered with impervious surfaces such as buildings and roads. The purpose of this temporary storage is to ensure that the peak rates of flow to the channel below the subdivision were not increased. Such increases cause flooding and channel erosion downstream from the pond. This structure was also designed to be a Best Management Practice (BMP). In other words, it was designed to ensure that the amount of phosphorus and other pollutants flowing to the Chesapeake Bay were not increased by construction of Sections 1, 2, and 3 of subdivision “x”. This is accomplished by storing a certain volume of water in the permanent pool. The pond has a 36-inch reinforced concrete pipe (RCP), called a “barrel,” through the bottom of the pond. In the pond there is a 72-inch vertical RCP called a “riser.” During the 10-year storm, the water level would be about 2 feet above the top of the riser and the surface area of the water would be about  $\frac{3}{4}$  acre. There is also an emergency spillway on the left (facing downstream) and of the dam; during high intensity storms water will also flow in this channel. There is also a “forebay” at the inlet end of the pond; this is an area designed to trap coarse sediments before they go into the deeper water where sediment removal is more difficult and expensive. The permanent pool has a surface area of  $\frac{1}{2}$  acre (about 22,000 square feet). The volume of water in the permanent pool is 1.3 acre feet (about 490,000 gallons or 4 million pounds) of water. The average depth is about 3 feet; the maximum depth is about 7 feet. The area of land which drains to the pond is 8 acres. This information should be considered when making management decisions with regard to fish, control weeds, etc. This pond should be well suited for warm water fish such as bass; it is not well suited for cold water fish such as trout or land-locked salmon.

2. Mowing. All grasses should be mowed at least twice each year. Grasses such as tall fescue should be mowed in early summer after emergency of the heads on cool season grasses. They should be mowed again in the early fall to prevent seeds of annual weeds from maturing. Mowing of legumes such as *Sericea lespedeza* and crown vetch can be less frequent. Trees and shrubs should not be permitted to grow on the dam or in any part of the emergency spillway.

3. Liming and fertilizing. The soil should be sampled according to recommended procedures at least once every 4 years. The sample should be tested at a qualified soil testing laboratory (such as the one at VPI&SU). Lime and fertilizer should be applied in accordance with recommendations based on the tests.

4. Replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilize and seed in accordance with current recommendations for new seedlings. If vegetation covers most than 40% but less than 70% of the soil surface, lime fertilize and overseed in accordance with current recommendations.



5. Removing trash and debris. Trash, litter and vegetation will be removed as needed to prevent obstruction to the flow of water, to prevent movement of trash and litter to downstream properties, to maintain the integrity of the structure, to provide an attractive appearance and to minimize water pollution.

6. Removing sediment. Soil materials (including clay, silt, sand and gravel) will be removed from the forebay before 25% of the capacity of the forebay is lost. Sediment will be removed from the rest of the pond before 10% of the designed storage capacity is lost in order to ensure that the pond will adequately function as a BMP. The plan includes information designed to facilitate sediment surveys; this includes a method for locating specific points in the pond and the forebay.

7. Sediment disposal. Sediment disposal should be in accordance with current procedures for disposal of sediment. Where determined to be necessary or desirable, the sediment will be tested for appropriate pollutants before it is removed from the pond.

8. Repairs. Repair slides, slumps and eroded areas promptly and in a workmanlike manner. Trash racks, pipes, headwalls, etc will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure. Exposed metal surfaces will be painted to minimize damage due to rust.

9. Maintenance inspections. A representative of the owner(s) will inspect each stormwater management structure after each significant rainfall. Once each year a representative of the county will jointly inspect each stormwater management structure. Appropriate action will be taken to ensure appropriate maintenance. All maintenance costs will be borne by the owner(s). Where structures are to be maintained by more than one party, allocation of costs will be in accordance with terms set forth in the maintenance agreement. Keys to locked access points shall be available to Stafford County personnel upon request.

10. Maintenance records. The landowner, or someone designated by the landowner, shall keep written records of all inspections, maintenance and repairs performed. Copies of these records shall be provided to the county upon request.

11. The pond shall not be modified in any way without prior approval by Stafford County.

### 9-B.2.3. Sample Maintenance Plan for Subsurface Stormwater Detention Systems

1. Describe the structure and the site it serves. Also describe the design functions and provide information needed for proper maintenance. Example: This structure will store water during high-intensity rainfall. Most of the water will drain out within a few hours. The development of the Shopping Center “x” increased the amount of rainfall water which leaves the site because absorbent soil was covered by the building and the paved parking lot. The purpose of this temporary storage is to ensure that the peak rates of flow to the channel below the shopping center were not increased. The control structure is a large concrete box with a wall across the middle. There is a 6-inch hole (called an “orifice”) in the bottom of the wall. The western end of this box is connected to a concrete pipe 48 inches in diameter and about 300 feet long. When there is more water coming in than the 6-inch hole can carry, the extra water is stored in the western side of the box and in the 48-inch pipe. During very high intensity storms the water flows over the top of the wall (when water flows over the wall, it serves as a “weir). This weir is designed to prevent flooding of the parking lot. The wall on the eastern end of the box is connected to an 18-inch concrete pipe. This carries the water which flowed through the orifice and over the weir to a channel near Parkway “x”. Each side of the control box is accessible through a manhole cover. Four more manhole covers also provide access to the storage pipe.

2. Maintenance inspections. A representative of the owner will inspect the control box and the storage pipe after each significant rainfall. If water is standing in both compartments of the control structure more than 5 hours after the rain has stopped, check the outlet end of the 18-inch pipe. If it is not obstructed, check the inlet end in the eastern end of the control structure; it is recommended that no one enters the control structure when water is standing in the structure unless another adult is standing by outside the structure. While not common in storm sewer structures, it is possible that heavier-than-air gases could be trapped above the water; this is not likely if the water has drained out since the heavy air would also drain out through the 18-inch pipe unless the outlet end of the pipe is submerged in water. If only the western compartment contains standing water, the 6-inch hole in the weir/orifice wall is probably plugged. Other than the need to remove trash and debris, this is the maintenance problem that is most likely to occur. Workers can usually clear this opening while in the eastern compartment. Once each year a representative of the owner and a representative of the county will jointly inspect the entire detention system. Appropriate action will be taken to ensure proper maintenance. All maintenance costs will be borne by the owner(s). Keys to locked access points shall be available to Stafford County personnel upon request.

3. Removing trash, debris and sediment. The control structure and the pipe should also be checked during dry weather. Litter and sediment deposits should be removed as needed to prevent obstruction to the flow of water, to prevent movement of trash and debris to downstream properties, to minimize water pollution and to ensure that the system adequately performs the function for which it was constructed.

4. Sediment disposal. Sediment disposal should be in accordance with current procedures for disposal of sediment. Where determined to be necessary or desirable, the sediment will be tested for appropriate pollutants before final disposal.

5. Property maintenance. Grass and other soil covers should be maintained in order to minimize the amount of sediment entering the system. Trash and litter should be collected on a daily basis.
6. Maintenance records. The owner, or someone designated by the owner, shall keep written records of all inspections. The records shall include maintenance and repairs performed. Copies of these records shall be provided to the county upon request.
7. The system shall not be modified in any way without prior approval by Stafford County.

#### 9-B.2.4. Sample Maintenance Plan for Stormwater Infiltration Systems

1. Describe the structure and the site it serves. Also describe the design functions. Example: This stormwater infiltration system will store runoff water for a period of about 48 hours after heavy rainfall. The development of Mini-Mall “x” increased the amount of rainfall water which leaves the site because absorbent soil was covered by the building and the paved parking lot. This increase in impervious area also increased the amount of pollutants carried by runoff water. This structure has two purposes. It is designed to ensure that the peak rates of runoff from the 2-year and 10-year storms were not increased by construction of Mini-Mall “x”. It is also designed to ensure that the amount of phosphorus (a “keystone” pollutant) leaving the site in runoff water was not increased by construction of Mini-Mall “x”; this system is a Best Management Practice constructed in compliance with the Chesapeake Bay Preservation Act. This structure is basically a trench filled with gravel. Water is stored in the voids (spaces between the pieces of gravel) until it seeps into the soil under the bottom of the trench. This decreases the amount of runoff and the water is added to other water stored in the ground (“groundwater”). The soil also serves as a filter. When larger storms occur, the overflow will be carried to the road ditch by a broad, shallow channel. The top 12 inches of gravel is underlain by a filter fabric which is wrapped around the rest of the gravel. There are also three observation wells; these are vertical plastic pipes with removable caps. There is a 20-foot wide strip of grass (filter strip) between the pavement and the trench. The purpose of this filter strip is to remove some of the particles which would otherwise plug holes in the gravel and the filter fabric.

2. Maintenance inspections. The observation wells should be checked right after rainfall has stopped or rainfall intensity has slowed down, If the trench is full of water runoff water is getting into the gravel. If the overflow channel carries water during the rainfall and the water level in the trench is relatively low, it is very likely that the holes in the top 12 inches of gravel and/or the holes in the filter fabric have been filled or plugged. When this happens, the top 12 inches of gravel and the filter fabric under the gravel should be replaced with clean materials. These factors will also vary with duration and intensity of rainfall; routine inspections should be done by the same person or persons in order to develop a base of knowledge about the system. The filter strip should also be inspected. Maintain a healthy stand of grass. Cut with lawnmowers at a high setting (grass should be at least 4 inches tall just after mowing) so the remaining grass can function as a filter. This grass should be bagged as it is mowed so that the cuttings will not plug up the holes in the gravel. The observation wells should also be inspected 2 to 3 days after the rain has stopped. If there is water in the bottoms of the wells it is probably time to remove all of the gravel and filter fabric and replace the filter fabric. If the gravel is dirty or dusty it too should be replaced. The system was designed to be several feet above the water table. However, if there is water in the wells 48 hours after rainfall in April and May but not in July and August, the standing water may indicate that the seasonal high water table was higher than anticipated; discuss this with appropriate Stafford County personnel.

3. Removing trash, debris and sediment. The best way to remove sediment is to prevent it from being there. Do not allow areas of soil to be exposed to rain; plant grass or provide other ground cover. During winter, keep application of such things as sand and cinders to a minimum. Litter and sediment deposits should be removed, preferably before they get to the filter strip. If sediment deposits in the filter strip cause water to pond on the pavement, remove the sediment

and the grass. Replace the grass with tall fescue sod or apply lime, fertilizer, seed and mulch and install a temporary silt fence along the edge of the trench. Collect trash and litter on a daily basis.

4. Sediment disposal. Sediment disposal should be in accordance with current procedures for disposal of sediment. Where determined to be necessary or desirable, the sediment will be tested for pollutants before final disposal.

5. Maintenance records. The owner, or someone designated by the owner, shall keep written records of all inspections. The records shall include maintenance and repairs performed. Copies of these records shall be provided to the county upon request.

6. The system shall not be modified in any way without prior approval by Stafford County.

### 9-B.2.5. Sample Maintenance Plan for Delaware Sand Filters

The system consists of two parallel concrete trenches (long narrow concrete boxes) placed side by side. The wall between the two trenches contains rectangular openings through which water flows from the first trench to the second trench. Water enters the trench nearest the paved area through grates in the cover over the trench. This trench is called a “sedimentation chamber”. There is a relatively permanent pool of water in this chamber. This helps to prevent heavier particles from entering the filter chamber. As the depth of sediment increases, the depth of water decreases and the ability of this pool to remove pollutants decreases. This chamber should be cleaned out when the sediment reaches a depth of 4 inches. Cleaning is usually done with tank trucks equipped with vacuum pumps.

The second chamber contains the sand filter and is known as the filter chamber. This chamber has a solid cover since the water must first be treated by the sedimentation chamber. Pollutants (including fine particles and floatable materials such as hydrocarbons) will enter this chamber. Some of the pollutants are trapped on the sand or in the sand. The accumulated pollutants reduce the ability of the water to flow through the sand and the ability of the sand to trap more pollutants. It is therefore necessary to replace the sand occasionally with “ASTM C-33 Concrete Sand”; this sand should be at least 18 inches deep. The sand is underlain by perforated tubes or pipes. The tubes convey the treated water to a flow splitter/clearwell at the outlet end of the system. Each chamber is about 3 ft wide and 36 ft long. There are 14 rectangular openings (16 inches wide and 3 inches high) in the wall between the two chambers. The bottoms of these openings are about 3.75 feet above the floors of the chambers. The water in the sedimentation chamber should drain down to the bottoms of these openings within 24 hours. The water in the filter chamber should drain out completely within 36 hours after the rain has stopped. If drawdown times exceed these guidelines and there are no obstructions in the outlet structure the sand and the geotechnical fabric should be removed and replaced. Check the perforated tubing before replacing the sand. This should normally be done once every 3 to 5 years. If removal is required more frequently, check for erosion in the area that drains to the sand filter. Stabilize eroding areas so that less sediment will flow to the structure.

Perform at least one major inspection each year. Check for missing grates, structural damage, cracks, etc. Keep a log of inspections (date, time, weather, depth of sediment in the sedimentation chamber and depth of water in both chambers, other items noted, etc.). Keep records of all maintenance and repairs. Copies of these records shall be provided to Stafford County upon request.

### 9-B.2.6. Sample Maintenance Plan for Dry Wells

One or more “dry wells” were installed in order to comply with the Chesapeake Bay Preservation Act and Stafford County’s Stormwater Management Ordinance. Runoff from the roof must flow into the dry wells. These dry wells should fill up with water during heavy rainfall. There should be no water standing in the dry wells 48 hours after the rain has stopped. These wells have been designed to hold specific volumes of water until it infiltrates into the soil. If they function properly, the peak rates of runoff leaving the site will be reduced, pollutants will be removed by the filtering action of the soil and underground water supplies will be recharged.

In order for these wells to function properly, the owner is obligated to maintain them. The water should be able to get to the wells. Rainspouts should be kept clean. Remove such things as tree leaves, seeds and roof beads. Screens and wire trash racks can be helpful. The areas where the downspouts enter the plastic pipes should also be kept clean and open; the water should be able to come out here when the well is full. Each dry well has several observation wells (perforated vertical pipes). Each observation well has a removable (preferably lockable) cap. The observation wells should be checked at least once every three months. The check would consist of measuring the depth to water after heavy rainfall (if it is full, the water from the roof is getting into the well) and checking the depth to water two days later (if there is no water, it is infiltrating into the soil) The observation wells which receive water directly from rainspouts also contain cleaning rods. There is a cap (or plate) on the bottom end of each rod. Debris can be removed from an observation well by pulling the rod up and cleaning the cap. The rod should be reinstalled right after the debris has been removed from the cap.

If properly maintained, the maintenance described above may be all that is needed. If the holes in the gravel become filled with dirt and/or other debris, it may be necessary to install new stone and filter fabric in the dry well. If “fines” fill the holes in the fabric to such an extent that water will not filter out within 48 hours, the filter fabric should be replaced.

9-B.3.0. CITY OF VIRGINIA BEACH, VIRGINIA

STORMWATER MANAGEMENT FACILITIES  
MAINTENANCE AGREEMENT

THIS STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (the "Covenantor," and for indexing purposes "Grantor"); the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia, (the "City," and for indexing purposes "Grantee"); \_\_\_\_\_ (the "Trustee," and for indexing purposes "Grantor"); and \_\_\_\_\_ (the "Noteholder," and for indexing purposes "Grantor").

**WITNESSETH:**

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Stormwater Management District of the City of Virginia Beach as set forth in the City of Virginia Beach Stormwater Management Ordinance effective June 1, 1998, as amended (the "Ordinance"), adopted pursuant to Section 10.1-603.1, *et seq.* of the Code of Virginia of 1950, as amended (the "Act"); and

WHEREAS, the Covenantor is the owner and is seized in fee simple of a certain tract or parcel of land more particularly described on Schedule A attached hereto (the "Property"); and

WHEREAS, Covenantor desire to construct certain improvements on the Property which will alter existing storm and surface water conditions on both the Property and adjacent lands; and

GPIN # \_\_\_\_\_ Prepared by: \_\_\_\_\_



**WHEREAS**, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor desires to build and maintain at Covenantor’s expense a storm and surface water management facility and system (the “Facility and System”) more particularly described and shown on plans titled \_\_\_\_\_ sheets \_\_\_\_ through \_\_\_\_ of \_\_\_\_\_ prepared by \_\_\_\_\_ and dated \_\_\_\_\_, which plans and any amendments thereto, are on file with the Development Services Center of the Planning Department of the City of Virginia Beach, Virginia, and are hereby incorporated by reference (the “Site Plan”); and

**WHEREAS**, the City has reviewed and approved the Site Plan subject to the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the benefit received and to be received by the Covenantor, its successors and assigns, as a result of the City’s approval of the site Plan, the Covenantor, hereby covenants and agrees with the City as follows:

1. At their sole expense, the Covenantor, its successors and assigns, shall construct and perpetually maintain the Facility and System in strict accordance with the Site Plan and any amendments thereto which have been approved by the City, the Ordinance and the Act.
2. At their sole expense, the Covenantor, its successors and assigns, shall make such changes or modifications to the Facility and System as may be determined as reasonably necessary by the City to ensure that the Facility and System is properly maintained and continues to operate as originally designed and approved.

3. At reasonable times and in a reasonable manner as provided in Section 10.1-603.11 of the Act and Section 12 of the Ordinance, the City, its agents, employees and contractors, shall have the right of ingress and egress over the Property and the right to inspect the Facility and System in order to ensure that the Facility and System is being properly maintained, is continuing to perform in an adequate manner and is in compliance with the Act, the Ordinance and Site Plan and any amendments thereto approved by the City.

4. Should either the Covenantor or its successors and assigns, fail to correct any defects in the Facility and System within the time specified in a written notice from the City that the Covenantor or its successors and assigns has/have failed to maintain the Facility and System in accordance with the approved design standards and/or the Site Plan and in accordance with the law and applicable regulations of the Act and the Ordinance, the City may pursue such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in Section 10.1-603.14 of the Act and Sections 12 and 13 of the Ordinance.

5. The Covenantor, its successors and assigns, shall indemnify, hold harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney fees claimed or made against the City that are alleged or proven to result or arise from the Covenantor's, its successors' and/or assigns', construction, operations or maintenance of the Facility and System.

6. This Agreement and the covenants and agreements contained herein shall run with the title to the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Covenantor hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Initially, the Covenantor is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the Property or any portion thereof (a "Transfer") to a third party (the "Transferee"), the Covenantor shall be released of all of its obligations and responsibilities under this Agreement accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the Property included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of the City. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument or agreement shall be provided to the City. The provisions of the preceding three sentences shall be applicable to the original Covenantor and any successor Transferee who has assumed the obligations and responsibilities of the Covenantor under this Agreement as provided above.

7. Nothing herein shall be construed to prohibit a transfer by the Covenantor to subsequent owners and assigns.

8. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor, its successors and assigns, is held invalid, the remainder of the Covenant shall not be affected thereby. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia.

9. \_\_\_\_\_, the Noteholder, being the holder of a note or notes secured by a lien on the Property through a deed of trust dated \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_, Trustees, either of whom may act, record in the clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia (the “Clerk’s Office”) by Instrument # \_\_\_\_\_ (the “Deed of Trust”), joins in the execution of this Agreement to evidence its consent to the provisions hereof and to direct the Trustee to execute same for subordination purposes. At the direction of the Noteholder, the Trustee joins herein to subordinate the lien of the Deed of Trust, and the Noteholder and the Trustee hereby acknowledge and agree that the lien of the Deed of Trust is hereby subordinated to this Agreement, the covenants created or set forth herein and all of the rights of the City hereunder.

10. This Agreement shall be recorded in the Clerk’s Office.

11. In the event that the City shall determine at its sole discretion at any future time that the Facility and System is no longer required, then at the request of the Covenantor, its successors and/or assigns, the city shall execute a release of this

Agreement which the Covenantor, it successors and/or assigns, shall record in the Clerk’s Office, at its/their expense.

12. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by all parties in the Commonwealth of Virginia.

13. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

14. This Agreement shall not be modified except by written instrument executed by the City and the owner(s) of the Property at the time of modification, and no modification shall be effective until recorded in the Clerk’s Office.

**IN WITENESS WHEREOF**, the Covenantor has executed this Agreement as of the date first set forth above.

\_\_\_\_\_  
Covenantor’s Name

BY: \_\_\_\_\_  
(individual, partnership, association, corporation) Title

ATTEST:

By: \_\_\_\_\_  
Name Title

**ACKNOWLEDGMENT OF OWNER/DEVELOPER**

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ for \_\_\_\_\_, whose name is signed to the foregoing Instrument, has acknowledged the same before me in my City and State aforesaid. He/She/They is/are personally known to me or has/have produced identification.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Noteholder

BY: \_\_\_\_\_  
Name Title

ATTEST:

By: \_\_\_\_\_  
Name Title

**NOTEHOLDER ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and state aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ Name  
\_\_\_\_\_ And \_\_\_\_\_, \_\_\_\_\_ Name  
\_\_\_\_\_ Title \_\_\_\_\_ Name  
\_\_\_\_\_ Respectfully, of \_\_\_\_\_, \_\_\_\_\_  
(name of Noteholder.)

whose names as such are signed to the foregoing Agreement, have acknowledged the same before me in my City and State aforesaid. He/She/They is/are personally known to me or has/have produced \_\_\_\_\_ identification.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Trustee (for Noteholder)

\_\_\_\_\_  
Trustee (for Noteholder)

TRUSTEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and state aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, Trustee, whose names as such are signed to the \_\_\_\_\_ Name \_\_\_\_\_ foregoing Agreement, have acknowledged the same before me in my City and State aforesaid. He/She/They is/are personally known to me or has/have produced \_\_\_\_\_ identification.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

ATTEST:

CITY OF VIRGINIA BEACH, VIRGINIA

\_\_\_\_\_  
Signature – City Clerk

\_\_\_\_\_  
City Manager/Authorized Designee of City Manager

CITY’S ACKNOWLEDGEMENT

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to wit:

I, \_\_\_\_\_, a Notary Public in and for the  
City and state aforesaid, do hereby certify that \_\_\_\_\_ CITY  
MANAGER/AUTHORIZED DESIGNEE OF THE CITY MANAGER PURSUANT TO §2-154 OF THE  
CITY CODE, whose name is signed to the foregoing Agreement, bearing date the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in my City and State aforesaid. He/She  
is personally known to me. GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to wit:

I, \_\_\_\_\_, a Notary Public in and for the  
City and state aforesaid, do hereby certify that \_\_\_\_\_ City Clerk for the  
City of Virginia Beach, Virginia, whose name is signed to the foregoing Agreement, bearing date the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in my City and State  
aforesaid. She is personally known to me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_



APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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Signature – Development Services Center

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Signature – City Attorney

9-B.4.0. FAIRFAX COUNTY, VIRGINIA



Tax Map: \_\_\_\_\_

District: \_\_\_\_\_

**STORMWATER MANAGEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

\_\_\_\_\_  
Insert Full Name of Owner(s)

hereinafter called "Landowner", and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "County":

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property, more particularly described as

\_\_\_\_\_  
Insert Legal Description of Property  
\_\_\_\_\_

\_\_\_\_\_ Plan Name \_\_\_\_\_ Tax Map Number

as recorded by Deed in the land records of Fairfax County, Virginia, in Deed Book \_\_\_\_\_ at  
Page \_\_\_\_\_, hereinafter called the "Property"; and

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, The Site Plan/Subdivision Plan Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
hereinafter called the "Plan" which is expressly made a part hereof, as approved or to be approved by the County,  
provides for management of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner agree that the health, safety, and welfare of the residents of  
Fairfax County, Virginia, require that on-site stormwater detention facilities, and/or stormwater quality control facilities,  
hereinafter call stormwater management facilities, be constructed and maintained on the property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be  
constructed and adequately maintained by the Landowner,

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein,  
and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall maintain the stormwater management facilities as shown on the Plan in good working order acceptable to the County and in accordance with the specific maintenance requirements noted on the Plan and/or attached hereto as Attachment A, where applicable.
3. The Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever it deems necessary. Whenever reasonably possible, the County shall attempt to notify the Landowner prior to entering the Property.

4. In the event the Landowner fails to maintain the stormwater management facilities, as shown on the Plan, in good working order acceptable to the County and in accordance with the specific maintenance requirements noted on the Plan and attached hereto, the County may enter upon the Property and take whatever steps it deems necessary to maintain said stormwater management facilities. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Landowner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

5. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the County upon demand, within ten (10) days of receipt of an invoice thereof for all costs incurred by the County hereunder.

6. It is the intent of this Agreement to insure the proper maintenance of on-site stormwater management facilities by the Landowner; provide, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.

7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold harmless the County and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner or the County.

In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the County, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

8. This Agreement shall be recorded among the land records of Fairfax County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed under seal on their behalf.

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Landowner

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
(Print or type name and title)

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for the State and County/City  
aforesaid, do hereby certify that \_\_\_\_\_

\_\_\_\_\_ whose name(s) is (are) signed to the foregoing agreement, this day  
Personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Director, Land Development Services  
Department of Public Works and Environmental Services

COMMONWEALTH OF VIRGINIA:

COUNTY OF FAIRFAX:

This \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, appeared before me in my State and County aforesaid, \_\_\_\_\_, Director, Land Development Services, Department of Public Works and Environmental Services, or agent and acknowledged signature.

My commission expires: \_\_\_\_\_ Notary Public

Approved As To Form:

\_\_\_\_\_  
County Attorney

BAAforms/StormwaterManagementAgr-revised 10/24/05

## ATTACHMENT A

**BIORETENTION BASIN (Rain Garden)  
MAINTENANCE SPECIFICATIONS**

1. Bioretention Basin(s) and appurtenances shall be maintained in good working condition acceptable to the County.
2. The Bioretention Basin(s) and appurtenances shall be privately owned and maintained.
3. Bioretention Basin(s) and appurtenances shall be inspected in accordance with the following schedule by a qualified individual to ensure that they operate in good working condition acceptable to the County. Items in need of repair shall be promptly addressed.
  - Embankment settling, woody growth, and signs of piping (annually)
  - Signs of seepage on the downstream face of the embankment (annually)
  - Condition of grass cover on the embankment and perimeter (annually)
  - Riprap displacement or failure (annually)
  - Outlet (annually)
  - Outlet channel conditions (annually)
  - Inlet pipe conditions (annually)
  - Safety features of the facility (annually)
  - Access for maintenance equipment (annually)
  - Sediment accumulation (monthly)
  - Debris and trash accumulation (monthly)
  - Erosion in bioretention area and on the embankment (monthly)
  - Species distribution/survival for plantings shown on the design plans essential to the pollutant removal capability of the facility (twice per year)
  - Condition of mulch (monthly)
  - Condition of grass buffer
4. The pH of the soil shall be tested annually. The pH level of the soil shall be maintained as neutral (within a pH range of 6.5 to 7.5). Limestone shall be spread over the bioretention facility if the soil pH is less than 6.5.
5. The mulch layer and soils shall be examined for evidence of hydrocarbons or other deleterious materials if the plant community experiences unsatisfactory growth or mortality. Any contaminated mulch shall be removed and replaced with clean mulch. In the event of persistent unsatisfactory growth, the soils shall be tested as needed for hydrocarbons or other toxic substances. If excess levels of these toxic substances are encountered, then the soils, plants and mulch shall be replaced as needed in conformance with the approved construction plans.
6. Trees and shrubs shall be mulched to a minimum thickness of 2 inches. Mulch shall be removed and replaced every two to three years. Ground cover specified as plugs shall be installed after the area has been mulched. Ground cover established by seeding and/or consisting of grass shall not be covered with mulch.
7. Watering of plant material shall be performed as needed to ensure survival.
8. The basin's embankment and overflow spillway shall be mowed at least twice during the Spring, at least once during the Summer, and at least twice during the Fall to discourage woody growth with the last cutting occurring at the end of the growing season. The grass should not be cut to less than 6 to 8 inches in height.

9. If necessary, the embankment shall be limed, fertilized and seeded in the Fall, after the growing season. Lime and fertilizer application rates shall be based on soil test results. The type of seed should be consistent with that originally specified on the construction plans.
10. All erosion gullies noted during the growing season shall be backfilled with topsoil, reseeded and protected (mulched) until vegetation is established.
11. All bare areas and pathways on the embankment shall be promptly seeded and protected (mulched) or otherwise stabilized to eliminate the potential for erosion.
12. All animal burrows shall be backfilled and compacted and burrowing animals shall be removed from the area.
13. All trees, woody vegetation and other deep-rooted growth, including stumps and associated root systems, shall be removed from the embankment. The root systems shall be extracted and the excavated volume replaced and compacted with material similar to the surrounding area. All seedlings shall be removed at the first opportunity. Similarly, any vine cover and brush shall be removed from the embankment to allow for inspections.
14. Grass buffer strips shall be maintained at a height of 6 to 12 inches.
15. A reinforcement planting for the vegetation shown on the design plans, essential to the pollutant removal capability of the facility, shall be scheduled at the onset of the second growing season after construction. The size and species for the reinforcement plantings shall be based on an inspection of the growth and survival of the plantings at the end of the first growing season.
16. Water shall not be allowed to pond on the surface of the basin for more than 48 hours after a storm. Water ponding more than 48 hours after a storm is an indication that the underlying soil interface is clogged. Any evidence of clogging of the underlying soil interface shall be investigated and promptly addressed.
17. The owner shall provide an annual report of inspections and maintenance activities including a fiscal summary of budgeted and actual expenditures to the County (Maintenance and Stormwater Management Division) within 45 days of the end of the calendar year. The annual report shall include the names, addresses, telephone numbers, and other available means of contact (FAX numbers and email addresses) of the current owner(s) and the individual(s) responsible for maintenance of the facility. Inspection and maintenance records also shall be kept on-site or at a location that is readily accessible and shall be made available to County officials upon request.

**9-B.5.0. EXAMPLE STORMWATER FACILITY MAINTENANCE AGREEMENT  
(STATE OF GEORGIA)**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between (Insert Full Name of Owner) \_\_\_\_\_ hereinafter called the "Landowner", and the [Local Jurisdiction], hereinafter called the "[City/County]". WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) \_\_\_\_\_ as recorded by deed in the land records of [Local Jurisdiction], Georgia, Deed Book \_\_\_\_\_ Page \_\_\_\_\_, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as \_\_\_\_\_, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the [City/County] and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of [Local Jurisdiction], Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the [City/County].
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the [City/County], its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the [City/County] deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The [City/County] shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the [City/County], the [City/County] may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the [City/County] to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the [City/County] is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the [City/County].

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the [City/County] pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the [City/County] upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the [City/County] hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the [City/County] and the Landowner agrees to hold the [City/County] harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of [Local Jurisdiction], Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

\_\_\_\_\_  
Company/Corporation/Partnership Name (Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, GEORGIA

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
[City/County] Attorney Date



### 9-B.6.0. REFERENCES

Atlanta Regional Commission (ARC). 2001. *Georgia Stormwater Management Manual*. Prepared by AMEC, the Center for Watershed Protection, Debo and Associates, Jordan Jones and Goulding, and the Atlanta Regional Commission. Atlanta, Georgia.

City of Virginia Beach, Virginia. 2007. *Stormwater Management Facilities Maintenance Agreement*. Virginia Beach, VA.

Fairfax County Department of Public Works and Environmental Services. 1998 *Stormwater Management Agreements – Sand Filters*. Fairfax, VA.

Fairfax County Department of Public Works and Environmental Services. 2005 *Stormwater Management Agreements – Bioretention Basin*. Fairfax, VA.

Stafford County, Virginia. March, 2003. *Stormwater Management Design Manual*. Stafford, VA.